

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this "Assignment") is made this ____ day of April, 2008, to be effective as of the 11/14 day of April, 2008, by and between FIRST STATES INVESTORS 3300, LLC, a Delaware limited liability company, with an address of c/o Gramercy Capital Corp., 420 Lexington Avenue, New York, NY 10170 (collectively, "Assignor"), and LILAC GROUP - W JENKINTOWN CORP., a Pennsylvania corporation, with an address at 404-406 Old York Road, Jenkintown, PA 19046 ("Assignee").

WITNESSETH:

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated January 11, 2008, as amended, (the "Agreement") between Assignor, as seller, and Assignee, as purchaser, Assignor is conveying to Assignee all of its right, title and interest as owner of, or as the holder of a leasehold estate in, the property more particularly described on Schedule A annexed hereto (the "Property").

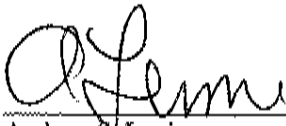
NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby assigns, sets over and transfers to Assignee all of its right, title and interest, as landlord, in the leases described on Schedule B annexed hereto (collectively, the "Leases"), including, without limitation, all rents, issues and profits arising therefrom (subject to adjustment as provided in the Agreement), all guaranties in respect of the obligations of the tenants thereunder and all security deposits held with respect thereto (collectively, the "Security Deposits"), TO HAVE AND TO HOLD the same unto Assignee.
2. Assumption. Assignee hereby assumes all of the obligations of the landlord under the Leases which first arise and accrue from and after the date hereof, including, without limitation, the obligation to hold and apply the Security Deposits in the manner required by the Leases.
3. Indemnity. Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against all claims, loss, liability or expense (including, without limitation, reasonable attorneys' fees) which Assignor may suffer or incur with respect to (a) the security deposit with respect to such Leases, to the extent same was transferred to Assignee (by credit against the purchase price for the Property or otherwise) at the closing under the Agreement and (b) defaults by Assignee under such Leases which arise and accrue from and after the date hereof.
4. Successors and Assigns. This Assignment shall bind, and inure to the benefit of, the parties hereto and their respective successors and assigns.
5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have mutually executed and delivered this Assignment as of the date and year first above written.

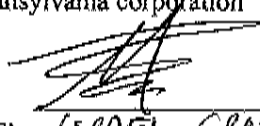
ASSIGNOR:

FIRST STATES INVESTORS 3300, LLC,
a Delaware limited liability company

By: 
Name: Andrew S. Levine
Title: Vice President

ASSIGNEE:

LILAC GROUP - W JENKINTOWN CORP.,
a Pennsylvania corporation

By: 
Name: ISRAEL GROSS
Title: PRESIDENT

Schedule A

Jenkintown Financial Center
Montgomery County, PA

Legal Description

ALL THAT CERTAIN hotel, known as the "Cottman House", messuage and tract or piece of land, SITUATE in the Borough of Jenkintown and County of Montgomery, and bounded and described according to a Plan of Property of the Estate of John Franklin Cottman, deceased, prepared by Joseph W. Hunter, C.E., recently recorded in the Office for the Recording of Deeds as follows, to wit:

BEGINNING at a point in the Eastwardly side of York Avenue, also known as the Cheltenham and Willow Grove Turnpike Road, where it is intersected by the Northwardly side of West Avenue, as laid out on said plan and about to be opened to a width of forty feet; THENCE by the said side of West Avenue, South eighty-four degrees forty-seven minutes East, sixty-nine and thirteen hundredths feet to an angle in said side of said Avenue; THENCE continuing by the same North seventy-eight degrees thirty minutes East, two hundred and thirty-seven and thirty-nine hundredths feet to a point where said side of West Avenue is intersected by the Westwardly side of Cottman Street as laid out on said plan and about to be opened to a width of forty feet; THENCE along said side of Cottman Street North eleven degrees thirty minutes West, seventy-six and forty-six hundredths feet to a point, a corner of this and Lot No. 11 on said plan; THENCE by said lot South seventy-eight degrees thirty minutes West, one hundred feet to a point, a corner of this and Lot No. 14 on said plan; THENCE by the same North eighty-four degrees forty-seven minutes West, one hundred and seventy-eight and seventy-two hundredths feet to a point in the said side of York Avenue, which point is one hundred and twenty feet South from the corner of land owned by Dr. W. A. Cross; THENCE along said side of said Avenue, South five degrees thirteen minutes West, one hundred and twelve and seventy-five hundredths feet to the place of beginning.

Schedule B

Leases

**Business Unit 3390-Jenkintown Fin Center
3390**

Unit	Tenant Name	Sq. Ft.
100	Wachovia Bank	6,797
102	First National Safe Deposit	97
B101	First National Safe Deposit	196
B102	First National Safe Deposit	5,297